

REMARKS/ARGUMENTS

Applicant responds herein to the Office Action dated January 9, 2004.

Claims 1-4 stand rejected on grounds of obviousness over Bains, et al. (5,579,222), in view of Ginter, et al. (5,892,900). Reconsideration is requested in view of the following remarks.

The instant rejection merely repeats those in the first Office Action. To maintain focus and to crystallize the issues for possible future consideration of the application, the applicant wishes to focus on the Examiner's "Response to Arguments", as set forth at the top of page 3 of instant Office Action.

Claim 1 is not about a "plurality of licensors". It is directed to a "license compliance verification system". It is not a license manager *per se*. Its function is not to grant rights to requesters to use a particular product based on any specific criteria. Resident license managers do that.

The Examiner directs the applicant to Bains Figure 1 and to the associated text at column 5, lines 28-35. Several important observations must be made. The cited text, including as quoted in the Office Action: "...running a variety of software products, such as PDS (item 12a), EMS (item 12b), and so forth (shown through item 12j)." does not at all teach (one way or another) a reference to a "plurality of licensors". IBM sells hundreds of different software products and a system can have 100 IBM software products all dealing with a single, rather than a plurality of, licensors.

Part and parcel of claim 1 is a license compliance verification system that comprises a license manager that internally monitors use of license property and, most significantly, "gathers data on the usage of the licensed property, including by reference to a plurality of licensors of the licensed property."

Bains does not disclose gathering data on the usage of licensed property. It is the license manager itself that monitors requests for usage of licensed property and grants the right to use the licensed property based on certain criteria.

The system of Bains further does not have the claimed "monitoring software" which, among other things, "interfaces with the license manager and extracts from it license or specific data and authenticates the retrieved data, such that licensors are assured, based on a set of license-specific rules that data gathered by the license manager has not been altered or improperly deleted prior to its being provided to licensors."

Bains does not communicate with licensors. Bains does not provide data to licensors. Bains does not carry out any step and contains no disclosure of the utility or reason for gathering data and most significantly, "authenticating" the retrieved data such that licensors are assured that the data

provided by the license manager *per se*, has not been altered or improperly deleted prior to its being provided to licensors. None of the foregoing steps and features are disclosed in Bains. Bains and the present invention verily relate to the proverbial apples and oranges, respectively.

In the typical license manager, if a user's request for a license does not fall within a specific criteria, the right to use the software will be denied. As pointed out at pages 3-7 of the instant specification, many license systems simply deny or take specific measures against improper use of software. The present invention specifically does not want to tamper or interfere with the user's rights or pleasure of using the software. They simply want to report to the licensor on the usage of the software, but include the step that will report out of conformance usages of their software to the licensor. Bains does not do that, nor does it have any disclosure of the desirability of doing so, nor of how it may be implemented. All of the foregoing features and elements are, in contrast, provided for in claim 1 and in the many remaining claims of the instant application. For example, claim 5 specifically states that the gathered data is out of compliance data. What the Office Action has done with respect to that limitation, is simply reason its way to the conclusion that using Ginter would "inherently save all instances of out of compliance license requests as well." Claim 1 calls for authentication of information based on specific rules. Respectfully, nowhere in the rules can one find any disclosure of testing the granting of license on the basis of specific rules in the manner set forth in the main independent claim of the present application. Therefore, the main independent claim 1 is patentable over the prior art and all the remaining claims which include its limitation are patentable as well.

Accordingly, the Examiner is respectfully requested to reconsider the application, allow the claims and pass this case to issue.

I hereby certify that this correspondence is being deposited with the United States Postal Service with sufficient postage as First Class Mail in an envelope addressed to: Mail Stop AF, Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450, on March 9, 2004

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March 9, 2004

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Respectfully submitted,

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